

Assignment No. 1
Contract No. 8-07-20-X0356

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2
3 UNITED STATES
4 DEPARTMENT OF THE INTERIOR
5 BUREAU OF RECLAMATION
6 Central Valley Project, California

7 ASSIGNMENT OF AGREEMENT, ACCEPTANCE THEREOF,
8 AND CONSENT THERETO

9 THIS ASSIGNMENT OF AGREEMENT is effective the 30th day of June 2004,
10 by and among the UNITED STATES OF AMERICA (United States), the FRIANT WATER
11 USERS AUTHORITY, a public agency of the State of California, duly organized, existing, and
12 acting pursuant to the laws of the State of California, and the FRIANT WATER AUTHORITY, a
13 joint powers authority, duly organized, existing, and acting pursuant to the laws of the State of
14 California, hereinafter collectively referred to as the "Parties."

15 EXPLANATORY RECITALS

16 WHEREAS, the United States and the Friant Water Users Authority entered
17 into that certain agreement entitled "Agreement to Transfer the Operation, Maintenance
18 and Replacement and Certain Financial and Administrative Activities Related to the
19 Friant-Kern Canal and Associated Works," effective March 1, 1998, identified as
20 Contract No. 8-07-20-X0356, as amended February 25, 2003, hereinafter referred to as the
21 Existing Agreement; and

22 WHEREAS, the Friant Water Users Authority desires to assign the Existing
23 Agreement to the Friant Water Authority, and the Friant Water Authority is willing to accept said
24 assignment; and

45 NOTICES

46 4. Article 27 of the Existing Agreement is hereby revised to reflect that for the
47 purpose of notices allowed or required by the Existing Agreement, the mailing addresses of the
48 Friant Water Authority and the United States Bureau of Reclamation are as follows:

49	Friant Water Authority	U.S. Bureau of Reclamation
50	854 N. Harvard Avenue	South-Central California Area Office
51	Lindsay CA 93247-1715	1243 N Street
52		Fresno CA 93721-1813

53 CONSENT TO AND APPROVAL OF ASSIGNMENT

54 5. Article 21 of the Existing Agreement provides in part that any assignment or
55 transfer by the Friant Water Users Authority of the Existing Agreement, or any part thereof or
56 interest therein, shall not be valid unless and until approved in writing by the Contracting Officer
57 on behalf of the United States. The United States hereby approves of and consents to the
58 Assignment of the Existing Agreement to the Friant Water Authority, subject to the terms and
59 conditions set forth below:

60 (a) Effective as of the date first above written, the Friant Water Users
61 Authority shall transfer and assign to the Friant Water Authority all of its right, title, and interest
62 in and to all tools, non-passenger vehicles, supplies and equipment identified in Article 3(b) of
63 said March 1, 1998, Agreement, together with its right of possession to all that real property
64 identified in Article 3(b) of said agreement. The property records maintained by the United
65 States shall be revised to reflect said transfer and assignment.

66 (b) The Friant Water Users Authority shall transfer to the Friant Water
67 Authority all books, records, reports, confidential matters, attorney-client communications, and

68 attorney work product of and/or for the Friant Water Users Authority related to the Existing
69 Agreement. The United States shall have full and free access at all reasonable times to said
70 books, records, and reports.

71 (c) This Assignment of Agreement shall not relieve the Friant Water Users
72 Authority from fulfilling any of its responsibilities and obligations required under the Existing
73 Agreement prior to the effective date of this Assignment of Agreement, including, but not limited
74 to the following:

75 (1) Payment of any amounts due the United States under the Existing
76 Agreement, as determined by the United States through its Central Valley Project financial
77 reconciliation process; and

78 (2) Any liability arising out of the Friant Water Users Authority's
79 performance of the Existing Agreement.

80 (d) Exhibit B to the Existing Agreement, entitled "List of Obligations to
81 Convey and Distribute Water in and from the Project Works," is hereby replaced and superceded
82 in its entirety by Exhibit B, dated June 9, 2004, which is attached hereto.

83 (e) The Friant Water Users Authority shall assign to the Friant Water
84 Authority all of its right, title, and interest in and to that certain Memorandum of Understanding
85 (MOU) between the Friant Water Users Authority and the San Luis and Delta-Mendota Water
86 Authority, described in Article 11(e) of the Existing Agreement, to the Friant Water Authority.

87 (f) Except as specifically amended by the terms of this Assignment of
88 Agreement, the Existing Agreement shall be and remain in full force and effect.

89 IN WITNESS WHEREOF, the Parties hereto have executed this Assignment of
90 Agreement as of the day and year first above written.

91 THE UNITED STATES OF AMERICA

92 (SEAL) APPROVED AS TO LEGAL
FORM AND SUFFICIENCY
93 *James E. Turner*
94 OFFICE OF REGIONAL SOLICITOR
95 DEPARTMENT OF THE INTERIOR

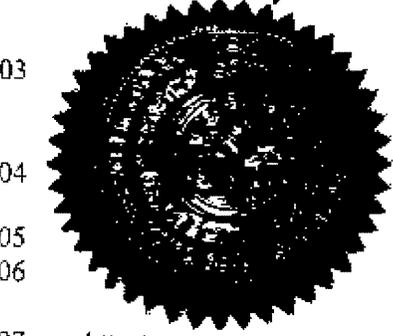
By: *[Signature]*
Regional Director, Mid-Pacific Region
Bureau of Reclamation



96 FRIANT WATER USERS AUTHORITY (ASSIGNOR)

97
98 By: *[Signature]*
99 Chairman, Board of Directors

100 Attest:
101 *[Signature]*
102 Secretary



103 FRIANT WATER AUTHORITY (ASSIGNEE)

104
105 By: *[Signature]*
106 Chairman, Board of Directors

107 Attest:
108 *[Signature]*
109 Secretary

EXHIBIT B

Revised June 9, 2004

**LIST OF OBLIGATIONS TO CONVEY AND
DISTRIBUTE WATER IN AND FROM THE PROJECT WORKS**

MILLERTON LAKE		
	Fresno County Waterworks #18	14-06-200-5904-LTR1
	Gravelly Ford Water District	1-07-20-W0242-LTR1
	County of Madera	14-06-200-2406A-LTR1
FRIANT-KERN CANAL		
	Arvin-Edison Water Storage District	14-06-200-229A-LTR1
	Delano-Earlimart Irrigation District	I75r-3327-LTR1
	Exeter Irrigation District	I75r-2508-LTR1
	City of Fresno	14-06-200-8901
	Fresno Irrigation District	14-06-200-1122A-LTR1
	Garfield Water District	14-06-200-9421-LTR1
	International Water District	14-06-200-585A-LTR1
	Ivanhoe Irrigation District	I75r-1809-LTR1
	Lewis Creek Water District	14-06-200-1911A-IR4
	Lindmore Irrigation District	I75r-1635-LTR1
	City of Lindsay	5-07-20-W0428
	Lindsay-Strathmore Irrigation District	I1r-1514-LTR1
	Lower Tule River Irrigation District	I75r-2771-LTR1
	Orange Cove Irrigation District	I75r-1672-LTR1
	City of Orange Cove	14-06-200-5230-LTR1
	Porterville Irrigation District	I75r-4309-LTR1
	Saucelito Irrigation District	I75r-2604-LTR1
	Shafter-Wasco Irrigation District	14-06-200-4032-LTR1
	Southern San Joaquin Municipal Utility District	I1r-1460-LTR1
	Stone Corral Irrigation District	I75r-2555-LTR1
	Tea Pot Dome Water District	14-06-200-7430-LTR1
	Terra Bella Irrigation District	I75r-2446-LTR1
	Tulare Irrigation District	I75r-2485-LTR1
CROSS VALLEY CONTRACTORS		
	County of Fresno	14-06-200-8292A-IR8
	Hills Valley Irrigation District	14-06-200-8466A-IR8
	Kern-Tulare Water District	14-06-200-8601A-IR8
	Lower Tule River Irrigation District	14-06-200-8237A-IR8
	Pixley Irrigation District	14-06-200-8238A-IR8
	Rag Gulch Water District	14-06-200-8367A-IR8
	Tri-Valley Water District	14-06-200-8565A-IR8
	County of Tulare	14-06-200-8293A-IR8
WARREN ACT CONTRACTS		
	There are no long-term Warren Act Contract obligations at this time. However, there are two long-term and several temporary contracts being drafted.	
WATER RIGHT CONTRACTS		
	Round Mountain Ranch [Originally Walter C. & Caroline Harris]	14-06-200-7932
REFUGE DELIVERIES		
	No current contracts for refuge water deliveries, but use of the Friant-Kern Canal is being considered as part of a long-term conveyance alternative.	